

ORIGINAL

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE: : Chapter 11
:
W.R. GRACE & CO., et al.; : Case No. 01-01139 (JJF)
:
Debtors. : Jointly Administered

U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

2001 APR 24 PM 5:35

FILED

**VERIFIED STATEMENT PURSUANT TO RULE 2019 OF
THE FEDERAL RULES OF BANKRUPTCY PROCEDURE
CONCERNING MULTIPLE REPRESENTATION OF PARTIES IN INTEREST**

Jacobs & Crumplar, P.A. pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), files this statement in connection with its representation of several creditors and/or parties in interest in the above-captioned cases of the debtors and debtors in possession (the "Debtors") and respectfully states as follows:

1. Name and address of parties in interest represented by
Jacobs & Crumplar;

Jacobs & Crumplar represents parties in interest in the above-captioned Chapter 11 cases as listed in "Exhibit A" which is attached.

2. The nature and amount of the claims or rights of the
parties in interest in terms of acquisition thereof;
Each of the parties claims and rights involve exposure to asbestos products in various claim demands.

3. Pertinent facts and circumstances in connection with

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the employment of Jacobs & Crumplar;

The parties in interest are represented by Jacobs & Crumplar pursuant to contingency fee agreements. A sample of such an agreement is attached as "Exhibit B".


4. Claims or interests owned by Jacobs & Crumplar.

Jacobs & Crumplar does not personally own, nor has it previously owned any claims or interests against the debtors.

Respectfully submitted, this 24th day of April, 2001.

JACOBS & CRUMPLAR, P.A.

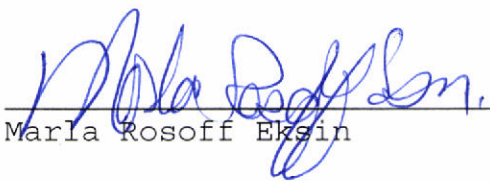
By:


Robert Jacobs (#0244)
Marla Rosoff Eskin (#2989)
2 East 7th Street
P.O. Box 1271
Wilmington, DE 19899
(302) 656-5445
Attorney for Plaintiffs

Date: 4/24/01

VERIFICATION OF JACOBS & CRUMPLAR, P.A.

I, Marla Rosoff Eskin, declare under penalty of perjury that I have read the full foregoing statement and that is true and correct to the best of my knowledge, information and belief.



Marla Rosoff Eskin

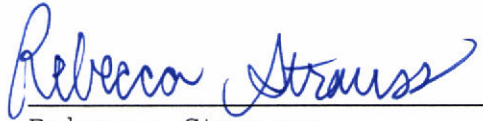
IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE :
: Chapter 11
W.R. GRACE & CO., et al.; :
: Case No. 01-01139 (JJF)
:
Debtors. :

AFFIDAVIT OF SERVICE

On April 24th, 2001, personally appeared before me, Rebecca Strauss, who by me being duly sworn did depose and say that a copy of the foregoing **VERIFIED STATEMENT PURSUANT TO RULE 2019 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE CONCERNING MULTIPLE REPRESENTATION OF PARTIES IN INTEREST** was mailed and/or hand-delivered the day and year aforesaid to the following attorneys:

TO: SEE ATTACHED LIST


Rebecca Strauss

SWORN TO AND SUBSCRIBED before me this 24th day of April
2001 A.D.


Notary Public

SUZANNE M. WHAM
NOTARY PUBLIC-DELAWARE
My Commission Expires July 15, 2003

Service List for W.R. Grace & Co.

Laura Davis Jones, Esq.
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Wilmington, DE 19899

Exhibit A**W.R. Grace Company**

<u>Client</u> <u>S.S #</u>	<u>C.A.</u>	<u>Address</u>
Allston, Norbert 174-26-664	96C-08-244	4729 Bermuda Way N, Myrtle Beach, SC 29577-5429
Ashcraft, Leon 222-18-0423	00C-08-139	168 Landside Ln. Elkton, MD 21921
Baker, Ivan 221-12-9428	97C-04-098	RR 3 Box 185-14 Georgetown, DE 19947
Banning, William 222-16-3094	99C-04-005	Box 72 Rd 4 Georgetown, DE 19947
Barsky, Harry 183-16-4214	00C-07-185	P.O. Box 5866 Newark, DE 19714
Brewster, Howard 222-30-0791	99C-02-277	409 S Lake Dr. Milton, DE 19968
Casarino, Peter 222-03-0010	99C-06-077	103 Yearsley Dr. Wilm., DE 19080
Cash, John 419-40-1216	00C-04-162	163 Access Rd. Oxford, AL 36203
Currinder, Vaughn 221-26-3047	01C-02-042	128 Garwood Dr. Bear, DE 19701
Dimatteo, Gerald 221-36-4113	99C-02-174	310 Rehobeth Ave Rehobeth, DE 19971
Edwards, William 228-38-2257	99C-09-038	931 Mulberry Ct. Middletown, DE 19709
Elwood, James 222-30-0704	97C-06-032	12 Wellesley Ct. New Castle, DE 19720
Farrall, Thomas 221-44-1968	98C-06-324	318 Calvin St. Harrington, DE 19952
Henry, Wilson 221-20-6465	99C-10-208	1563 John Adams Ct. Mays Landing, NJ 08330
Henson, Bert 352-20-8849	00C-11-261	2141 Lori Drive, Wilm, DE 19808
Hill, Russell 385-22-3627	98C-06-043	46 Robinson Dr. New Castle, DE 19720
Kline, Edward 209-14-2662	96C-03-115	P.O. Box 183 Hartley, DE 19953
Kowalewski, Edward 221-14-2409	97C-05-184	1501 Willis Pl. Cleland Heights Wilm., DE 19805
Marchese, Anthony 222-18-9046	97C-11-127	509 6 th Ave Wilm., DE 19808

McLaughlin, Paul 222-26-8723	00C-09-161	3826 E. Everett Dr. Phoenix, AZ 85032
Moroski, Richard 221-20-1787	99C-03-200	309 Pennewill Dr. New Castle, DE 19720
Pankiw, Peter 194-20-8827	00C-07-009	218 S Avon Dr. Claymont, DE 19703
Penrod, John 513-28-6320	98C-05-136	922 Wilson Dr. Dover, DE 19904
Pienkos, Stanley 221-12-3052	96C-06-216	113 Admiral Dr., Wilm., DE 19804
Porter, Harold 222-18-7099	97C-11-228	10 N. Carolina Ave. Milton, DE 19968
Russell, John 222-16-7636	96C-03-106	2350 Overlook Dr. Wilm., DE 19810
Smith, Rodney 179-22-0881	00C-05-099	932 Kelly Ave. Woodlyn, PA 19094
Smith, Sandy 215-42-7906	00C-09-100	934 10 th Ave. Wilm., DE 19808
Steltzer, Arthur 163-24-2453	99C-12-254	2424 Thornhill Ave Tifton, GA 31794
Stewart, Wyloidine 221-18-3479	96C-01-142	121 Atlas Dr. New Castle, DE 19720
Waller, Paul 222-10-3978	98C-06-325	8 Park Ln. Elkton, MD 21921

ASBESTOS RELATED INJURY

AGREEMENT BETWEEN CLAIMANT AND JACOBS & CRUMPLAR

I, _____, for and in consideration of legal services rendered and to be rendered me by JACOBS & CRUMPLAR, P.A., attorneys, in the handling of a certain cause of action or claim for damages owned by me against any and all persons, firms or corporations legally responsible to me for injuries and damages sustained by me by virtue of exposure to asbestos, have transferred, sold and assigned and by these presents do hereby transfer, sell and assign an undivided thirty-three and one third (33 1/3) of my said cause of action against said person(s) so responsible to me, and I hereby contract and agree to pay to said attorneys the above percentages of all sums collected by me on said cause of action or claim for damages, whether such sums so collected be received by settlement or litigation.

I further hereby contract and agree to reimburse my attorneys out of any net recovery they obtain for me in this or any other personal injury action they are handling on my behalf, all expenses incurred by them, including costs of Court.

I further understand that if my attorneys are unable to obtain any recovery, I will owe them nothing for legal fees and my attorneys will not seek to recover costs from me or my family.

I understand I have the right at anytime to discharge Jacobs & Crumplar, P.A. and Jacobs & Crumplar, P.A., similarly has the right to decide to discontinue and cease its representation. Both parties agree that they will give to the other at least 30 days notice of such a decision and be willing to meet personally with the other party before the decision becomes final.

I further agree that if I should ever discharge my attorneys or if the attorney/client relationship with Jacobs & Crumplar, P.A. should end for any reason, my attorney will have a valid lien on any recovery, however obtained, to recover costs expended by them and for the value of their legal service. It is agreed this lien shall have priority in payment.

I further understand that if, after a claim has been filed, I, contrary to the advise of my attorney, decide not to settle

with the final defendant in my action, my attorney will, as long as they think they can make an ethical good faith claim, proceed to trial and/or appeal. In such a situation, however, I will be responsible to pay all costs incurred from the date I reject a settlement offer against the advice of my attorney, even if there is no recovery and I may be required to pay them in advance.

I do further hereby constitute and appoint said attorneys and/or their designees to do any and all acts which in their judgment may be reasonable and necessary in the handling of my said cause of action, the same as though such acts were actually performed by me. It is understood and agreed, however, that no settlement of my entire cause of action is to be made without my consent.

It is further understood and agreed that this contract only covers legal services performed in the asbestos lawsuit. If the client and Jacobs and Crumplar decide to pursue any other claim such as workmen's compensation or Social Security, it will be subject to a separate fee agreement.

WITNESS, my hand this _____ day of _____, 2001.

Accepted by:

Jacobs & Crumplar, P.A.

Witness

Name

Address

()
Telephone Number